

Exhibit "B"

PROMISSORY NOTE

\$100,000.00

Morgan Hill, California
November 23, 2016

FOR VALUE RECEIVED, **ALLEN D. MOYER** (the "**Maker**"), promises to pay without offset or counterclaim to the order of **A. LEE HANSON** and **JOSEPH R. CELLURA** (collectively, the "**Lender**"), the principal amount of One Hundred Thousand and NO/100 Dollars (\$100,000.00) pursuant to the terms hereof.

Maker also promises to pay interest on the unpaid principal amount of this Note (this "**Note**") at a rate equal to five percent (5%) per annum (calculated on the basis of a 360-day year) compounded annually (but in no event higher than the highest lawful rates). If not sooner repaid, all outstanding principal and interest, as well as any other amounts which may become due and payable hereunder shall be due and payable to Lender in one lump sum on November 23, 2018 (the "**Maturity Date**").

All outstanding principal and interest hereunder may be prepaid in full or in part on or prior to the Maturity Date without penalty. All payments to Lender shall be applied first to interest and then to principal in order of maturity. Payments shall be delivered to Lender in immediately available funds to Lender.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA AS APPLIED TO AGREEMENTS ENTERED INTO SOLELY BETWEEN RESIDENTS OF, AND TO BE PERFORMED ENTIRELY IN, SUCH STATE, WITHOUT REFERENCE TO THAT BODY OF LAW RELATING TO CONFLICTS OF LAW OR CHOICE OF LAW. MAKER AGREES THAT JURISDICTION AND VENUE FOR ANY ACTION REGARDING THIS NOTE SHALL BE IN THE STATE OR FEDERAL COURTS IN AND FOR SANTA CLARA COUNTY, CALIFORNIA.

Mediation. The Maker and Lender agree that any dispute between the parties related to or arising out of this Note that cannot be amicably resolved shall first be submitted for non-binding mediation before resorting to any litigation, equitable proceeding or other enforcement action. Such mediation shall be held in Santa Clara County, California and the parties shall cooperate in good faith to agree on a qualified mediator. If the parties fail to designate, by joint written statement, a mediator within thirty (30) days following the date of a written request therefor by either Maker or Lender to the other, then either Maker or Lender may notify the office of the American Arbitration Association ("AAA") then serving Santa Clara County, California and request AAA to select a person to act as the mediator. The mediation will be a non-binding conference between the parties conducted in accordance with the applicable rules and procedures as determined by the mediator. The compensation of the mediator and all related expenses shall be borne equally by the parties, each of whom shall bear their own costs. If any dispute remains unresolved between the parties after mediation, then either party shall be entitled to pursue an action at law or equity.

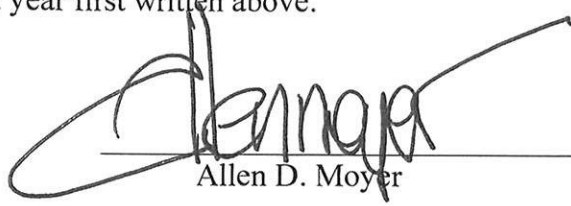
Waiver of Jury Trial. THE MAKER AND LENDER, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS NOTE, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE MAKER AND LENDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF THE MAKER AND LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

Maker promises to pay all fees, costs and expenses, including reasonable attorney's fees, incurred in the collection and enforcement of this Note. Maker and any endorser of this Note hereby consents to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waive diligence, presentment, protest, demand and notice of every kind and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand hereunder.

Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

(Signatures Follow)

IN WITNESS WHEREOF, the Maker has caused this Note to be executed and delivered as an instrument under seal as of the day and year first written above.



Allen D. Moyer

A. Lee Hanson

A. Lee Hanson

Joseph R. Cellura

Joseph R. Cellura

[Signature Page to Promissory Note]